

**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR IMPLEMENTING
THE MERCER REGION MULTI-MUNICIPAL
COMPREHENSIVE PLAN**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT FOR MULTI-MUNICIPAL PLANNING dated as of the ___ day of _____, 2005, by and among the following municipalities, all located in Mercer County, Pennsylvania, and hereinafter referred to as the Participants:

Borough of Mercer, Township of Coolspring, Township of East Lackawannock,
Township of Findley, and Township of Jefferson

SECTION 1: AUTHORITY

Article XI of the Pennsylvania Municipalities Planning Code, 53 Pa.C.S. §§ 11001 et seq. (hereinafter referred to as the MPC), enables governing bodies of municipalities and the county or counties in which they are located to enter into intergovernmental cooperative agreements for the purpose of implementing a comprehensive plan for the geographic area in which the participating municipalities are located.

SECTION 2: PURPOSE

The Participants desire to preserve and enhance community quality of life, encourage beneficial growth and development, effectively establish public infrastructure integral to achieving the prior objectives, and enhance local land use and development regulations. Recognizing that such objectives are best pursued by cooperative involvement and planning, the Participants prepared and adopted, according to the standards of the MPC, the Mercer Region Multi-Municipal Comprehensive Plan (hereinafter referred to as the Plan). This Agreement is established to provide for implementation of the Plan pursuant to MPC Article XI and to afford the Participants legal authorities and effects established for multi-municipal plan participants in the MPC.

SECTION 3: POWERS AND SCOPE OF AUTHORITY

This Agreement provides authority for the Participants cooperatively to implement the Plan in accordance with the MPC and the terms of this Agreement, including specific powers and responsibilities hereinafter set forth, and to do all acts and things necessary or convenient within the scope of reasonable resources to carry out the purpose of this Agreement. The powers and authorities herein conferred shall not usurp the powers, duties, and authorities of the individual Participants and their governing bodies and planning commissions in matters outside of the Plan and the scope of this Agreement.

SECTION 4: ADOPTION OF CONFORMING ORDINANCES

Within two years after the adoption date of the Plan (or the later adoption date if the Participants adopt the Plan on different dates) and any subsequent amendment of the Plan, each Participant will review and amend, as necessary, its zoning ordinance [*and capital improvement plan, if one exists*] so as to be generally consistent with the Plan or subsequent amendment.

SECTION 5: PROCESS FOR ACHIEVING GENERAL CONSISTENCY

Implementing Actions by the Participants shall be subject to a process to ensure that they achieve general consistency with the Plan. Implementing Actions are defined as adoption or amendment of zoning ordinances, subdivision and land development ordinances, or capital improvement plans and capital projects extending service or increasing capacity of public water or sewer systems or highways. *[Additional items optionally could be added including floodplain ordinances, official maps, historic district ordinances, sign ordinances, stormwater ordinances, Act 537 plans, public funding applications, etc.]* The process shall include the following:

- A. Advisory Committee – The participating municipalities with the Mercer Region Multi-Municipal Comprehensive Plan, shall establish a joint advisory committee (hereinafter referred to as the Committee), and the Committee shall be authorized to function and to make determinations of general consistency of Implementing Actions with the Plan. The Committee may consult with the county planning agency or with other parties of relevant expertise, but such consultations are not binding on the Committee.
- B. General Consistency Standards – In making determinations of general consistency, the Committee shall apply:
 - 1) The following definitions taken verbatim from the MPC, provided that if such definitions are revised by amendment of the MPC, the Committee shall apply the revised definitions:
 - a) Consistency – An agreement or correspondence between matters being compared which denotes a reasonable, rational, similar, connection or relationship.
 - b) General consistency – That which exhibits consistency.
 - 2) The following additional criteria:
 - a) The Implementing Action furthers or complements, or at least does not interfere with, the goals, policies, and recommended actions and strategies contained in the Plan; and
 - b) The Implementing Action is compatible with the proposed future land uses and densities and/or intensities contained in the Plan.
- C. Review and Determination Process – The process authorized by this section shall include:
 - 1) Notice and information for a proposed Implementing Action shall be submitted to the Committee by the Participant proposing the action. The sponsor Participant may also submit a statement with its opinion of the general consistency of the proposed action.
 - 2) The Committee shall review the proposed Implementing Action and make a determination that it either is or is not generally consistent with the Plan. The determination shall be written and submitted to the sponsor Participant. The Committee shall act in a timely manner, sensitive to schedules and deadlines appropriate to the proposed Implementing Action
 - 3) If the proposed Implementing Action is determined by the Committee to be generally consistent, the sponsor Participant may proceed to undertake the Implementing Action.

- 4) If the proposed Implementing Action is determined by the Committee to be not generally consistent, the Committee shall state in its determination the reasons and suggested modifications to the action (if any) that would make it generally consistent. In response, the sponsor Participant shall either modify the proposed action, seek an amendment to the Plan, or submit the matter to the dispute resolution process provided for in this Agreement. Where the sponsor Participant elects to modify the proposed Implementing Action, the modified proposal shall be submitted to the Committee for review and determination in accord with this section.
- 5) The sponsor Participant shall not undertake an Implementing Action until the Committee has determined the action is generally consistent with the Plan.

SECTION 6: DEVELOPMENTS OF REGIONAL SIGNIFICANCE AND IMPACT

Any development of regional significance and impact (hereinafter referred to as DRI) proposed within a Participant municipality shall be subject to a review process set forth herein. The process shall include the following:

- A. Advisory Committee – The Mercer Region Multi-Municipal Comprehensive Plan Advisory Committee, designated herein to make consistency determinations, shall also be authorized to review DRIs. The Committee may consult with the county planning agency or with other parties of relevant expertise, but such consultations are not binding on the Committee.
- B. DRI thresholds – Any development meeting the following definition and threshold criteria shall be considered a DRI and subject to the review process set forth herein:
 - 1) The following definition taken verbatim from the MPC, provided that if such definition is revised by amendment of the MPC, the Committee shall apply the revised definition:

Development of regional significance and impact – any land development that, because of its character, magnitude, or location will have substantial impact upon the health, safety, or welfare of citizens in more than one municipality.
 - 2) DRI threshold criteria specified in the Plan, Section __, page __.
- C. Review Process – The process authorized by this section shall include:
 - 1) Notice and information for a zoning permit application for a DRI shall be submitted within 10 days of receipt by the Participant receiving the application to the Committee and to the other Participant.
 - 2) The Committee shall review the proposed DRI and may make comments to the host Participant. The other Participant may also make comments to the host Participant. Comments shall be in writing and may address consistency of the proposed DRI with the Plan, impacts of the proposed DRI on any Participants, and mitigation measures that may be needed by either Participant such as upgrade and/or installation of public infrastructure and/or services, environmental mitigation measures to minimize noise, lighting,

stormwater runoff, pollutants, etc., or other measures to protect public health, safety, and welfare.

- 3) It is acknowledged that, in accord with the MPC, the host Participant retains the decision-making authority to grant or deny the zoning permit and must approve the DRI if it meets all local requirements. Further, despite the DRI review process specified in this Agreement, the host Participant's permit process may take no longer than already provided for in the MPC.
- 4) The DRI host Participant shall notify the Committee and the other Participant of any proposal to vary, modify, or waive a local zoning or development regulation on behalf of the DRI.

[Note: In order to allow time for DRI review, zoning ordinances may require amendment to specify additional review time for uses identified as DRIs.]

SECTION 7: DESIGNATION OF GROWTH, FUTURE GROWTH, AND RURAL RESOURCE AREAS

The Participants hereby officially designate as growth areas, future growth areas, and rural resource areas those areas identified in the Plan (as amended) as growth areas, future growth areas, and rural resource areas.

SECTION 8: IMPLEMENTATION ROLES AND RESPONSIBILITIES

The Participants will generally undertake roles and responsibilities for implementation of the Plan as outlined in the recommendations contained in the Plan. In doing so, the Participants will make sincere efforts within reasonable capabilities, schedules, budgets, and resources.

[This section could go further to outline specific tasks, projects, programs, etc., and define which Participant will accept responsibility plus a schedule for action. Or, it could specify that the Participants annually adopt an action plan for implementing the Plan. Either route would be valuable to encourage the participating municipalities to choose and act on those implementation recommendations agreed to be of highest priority.]

SECTION 9: YEARLY REPORT

By March 1 in each year following the execution of this Agreement each Participant will prepare a report describing the activities carried out pursuant to this Agreement during the previous year. The report shall include summaries of public infrastructure needs in growth areas and progress towards meeting those needs through capital improvement plans and implementing actions, and reports on development applications and dispositions for residential, commercial, and industrial development in each municipality for the purpose of evaluating the extent of provisions for all categories of use and housing for all income levels within the region of the Plan. The report shall be submitted to each Participant and to the county planning agency. Also, the Participants shall request from the county planning agency a report of its activities undertaken in support of implementation of the Plan.

SECTION 10: AMENDMENT AND REVIEW OF THE PLAN

The Mercer Region Multi-Municipal Comprehensive Plan may be amended by consent of both Participants indicated via adopting action of each of the Participants' governing bodies, provided:

- A. Adoption shall follow the procedures and requirements of the MPC.
- B. Additionally, a proposed amendment shall be submitted to the Committee at least 30 days prior to the earliest public hearing on the proposed amendment scheduled by one or both jointly of the Participants. The Committee may provide comments on the amendment.
- C. The Plan shall be reviewed at least every ten years in accord with procedures and requirements of the MPC. Such review shall consider redefinition of the growth areas, future growth areas, and rural resources areas designated in the Plan. When such review occurs, review and comment shall be solicited from the Committee. If warranted by the review, the Participants may propose and adopt by the above procedures amendments to the Plan, or may undertake a comprehensive update of the Plan or development of a new comprehensive plan.

SECTION 11: DISPUTE RESOLUTION

Any disputes between the Participants or one or both Participants and the Committee over execution of this Agreement, including but not limited to matters such as consistency review, DRI approval, and roles and responsibilities in Plan implementation, may be resolved as follows:

- A. The disputing parties shall first discuss and negotiate in good faith in attempt to resolve the dispute amicably and informally.
- B. If the dispute cannot be resolved via the preceding means, the disputing parties shall attempt to resolve the dispute in an amicable manner by mediation utilizing a recognized mediation agent, including the county as prescribed in MPC Section 1104(d), as the parties may agree. Unless otherwise agreed, any costs of mediation shall be shared equally by the disputing parties.
- C. The Participants agree to make best efforts to resolve disputes as they arise.

SECTION 12: FINANCES

Each Participant shall be responsible for its costs and expenses incurred in preparing and adopting this Agreement and in carrying out the transactions contemplated by this Agreement to be performed on the part of the Participant. The Participants shall share costs of operations of the Committee. The Committee shall not be empowered on its own to authorize expenditures, accept grants or gifts, enter into contracts, or employ persons. *[The last statement attempts to address Section 7(7) of Act 180, the Pennsylvania Intergovernmental Cooperation Law, and should be reviewed for appropriateness by a municipal solicitor.]*

